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m.m.
6/12/03
PATENT APPLICATION
Docket No.: 8747.82

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	ZARS, INC.)	
)	
Serial No.:	09/954,904)	
)	
Filed:	September 18, 2002)	TERMINAL
)	DISCLAIMER
Title:	METHODS AND APPARATUS FOR)	
	IMPROVED ADMINISTRATION OF)	
	ANALGESICS)	
)	
Examiner:	Konata M. George – Art Unit 1616)	

MAIL STOP – NO FEE AMENDMENT

Commissioner for Patents
Post Office Box 1450
Alexandria, Virginia 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(C)

08/12/2003
01 FD12614
Dear Sir:

Petitioner, Zars, Inc. ("owner"), having a principal place of business at 350 West 800 North, Suite 320, Salt Lake City, Utah 84103, by and through Michael F. Krieger, its attorney of record, states that it is the assignee of the entire right, title, and interest in and to the patent application identified above by virtue of an assignment from the inventor. The assignment was recorded in the United States Patent and Trademark Office at Reel 012497, Frame 0200.

Pursuant to 37 C.F.R. § 1.321(c), Owner hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application, which would extend

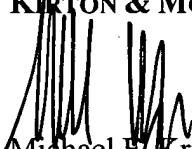
beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,284,266, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,284,266, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,284,266 in the event that any said issued patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

DATED this 21 day of May, 2003.

Respectfully submitted,

KIRTON & MCCONKIE


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UNITED STATES
PATENT AND
TRADEMARK OFFICE

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MARCH 20, 2002

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/22/2002

REEL/FRAME: 012497/0200
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
ZHANG, JIE

DOC DATE: 12/14/2001

ASSIGNOR:
ZHANG, HAO

DOC DATE: 12/14/2001

ASSIGNEE:
ZARS, INC.
350 WEST 800 NORTH
SUITE 320
SALT LAKE CITY, UTAH 84103

SERIAL NUMBER: 09954904
PATENT NUMBER:

FILING DATE: 09/18/2001
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

MAR 27 2002

KIRTON & MCCONKIE

DOCKETING: 3/27/02 *sp*

RESPONSE DUE: N/A

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.

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This is an Assignment of the following rights, title and interest: (check all that apply):

- ☒ *United States of America rights, title and interest in the invention*
☒ *Foreign rights, title and interest in the invention*
☒ *United States Patent Application Serial No. 09/954,904*

Date of Execution: **Date of Filing:** September 18, 2001

- ☐ *United States Provisional Patent Application Serial No.* _____
- ☐ *United States Patent No(s).* _____
- ☐ *International (PCT) Patent Application Serial No.* _____
- ☐ *Other (specify)* _____

Title of the Invention

METHODS AND APPARATUS FOR IMPROVED ADMINISTRATION OF ANALGESICS

Inventors (assignors)[illegible]

Assignee

<i>Name</i>	<i>Address</i>
Zars, Inc.	350 West 800 North, Suite 320 Salt Lake City, Utah 84103

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.
8747.82

Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

Inventors' Signatures (if Notarization is desired, do not sign here and proceed to next page)

[illegible]

**Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)**

Docket No.
8747.82

Notarization

(Although notarization is not necessary, it will be considered prima facie evidence of execution pursuant to 35 U.S.C. 261.)

Executed this day of November , in the year 2001
at Salt Lake City, Utah

(Signature of Inventor)

State of Utah

County of Salt Lake

Before me personally appeared Jie Zhang
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of November , in the year 2001

(Notary Public)

Executed this day of November , in the year 2001
at Salt Lake City, Utah

(Signature of Inventor)

State of Utah

County of Salt Lake

Before me personally appeared Hao Zhang
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of November , in the year 2001

(Notary Public)

Executed this day of , in the year
at

(Signature of Inventor)

State of

County of

Before me personally appeared
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of , in the year

(Notary Public)